



## CITY COUNCIL AGENDA ITEM

**Date:** August 6, 2013

**To:** Brian Kischnick, City Manager

**From:** Tom Darling, Director of Financial Services,  
Peggy Sears, Human Resources Director *PES*

**Subject:** **AGENDA ITEM** – Contract Ratification - Michigan Association of Police (MAP) 2013-2015

### BACKGROUND

On July 11, 2013, the City of Troy and MAP reached a tentative agreement for a two-year successor collective bargaining agreement that will replace the contract that expired June 30, 2013. The tentative agreement was ratified by the MAP bargaining unit on July 29, 2013.

In the last contract, the parties achieved a 10% savings from this employee group which through health insurance savings, reduced leave time and a reduction in the employer's cost of pension. Consistent with the direction of City Council, these recent negotiations addressed cost saving measures while at the same time considering the need to improve some of the financial loss experienced by employees in order to have a more positive effect on the attraction and retention of high quality employees.

As seen in the attached Tentative Agreement Summary, this agreement provides for a modest wage increase, some of which is in the form of a signing bonus (lump sum). All MAP employees will transition to Blue Cross Community Blue PPO Plan I Modified with the same drug rider, deductibles and co-pays in place for other Community Blue Plan participants in other employee groups, and the employee's share in the cost of health insurance will increase from 3% to 5% of premium. With the entire bargaining unit accepting Community Blue PPO, there would be a two-year opt out of PA 152. The changes in health insurance will result in a savings of \$26,740. And, with this agreement, all employees in the Classified and Exempt groups as well as AFSCME and MAP employees will transition to Community Blue (194 employees, or 96% of the targeted groups, far exceeding the 80% goal we initially set).

Two changes to retiree health insurance (for those hired prior to the implementation of the Retiree Health Savings Plan) will reduce the employer's future liability: the accrual of employer-paid retiree health insurance will reduce from 4% to 3% for each future year of service, and the maximum is reduced from 100% to 90%.

The approval of this agreement advances our goal of creating a more uniform benefits package across all employee groups. This, in turn, creates a system that is much more efficient and easier to administer.

### RECOMMENDATION

City management supports and recommends approval of the tentative agreement between the City of Troy and the Michigan Association of Police (MAP) for a two-year successor collective bargaining agreement that will replace the contract that expired June 30, 2013.

A summary of the tentative agreement is attached, as well as the resultant contract language detail.

Attachments

TENTATIVE AGREEMENT with Contract Language Detail  
City of Troy and MAP  
2013-2015 Collective Bargaining Agreement

Art. VII. Union Security

11. ~~To the extent that the laws of the State of Michigan permit, it is agreed that:~~

~~A. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.~~

~~B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, or who do not make application for membership in the Union within thirty (30) days after completion of 30 days of service, shall, commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (a) above.~~

~~12. Failure to comply with the provisions of this Article, Section 11 shall be cause for the discharge of the employee.~~

~~13. No employee shall be terminated under this Article except as provided below:~~

~~A. The Union has first notified the Employer in writing that the employee has elected not to join the Union.~~

~~B. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:~~

- ~~\_\_\_\_\_ 1. Notify the employee of the provisions of this Agreement.~~
- ~~\_\_\_\_\_ 2. Obtain the employee's response, and~~
- ~~\_\_\_\_\_ 3. Notify the Union of employee's response.~~

~~14. In the event the employee has neither joined the Union nor signed the "Authorization for Deduction of Service Charge" form after the above, the Union may proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.~~

~~15. Upon receipt of such written notice, the Employer shall within fifteen (15) working days notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.~~

~~16. The employee shall then be terminated unless the employee can produce evidence of \_\_\_\_\_ compliance.~~

~~\_\_\_\_\_ The Union shall protect, indemnify, and save harmless the Employer from any and all claims, demands, suits, and any other forms of liability which arise from action taken by~~

— the Employer for the purpose of complying with the language of Article VII of this agreement.

~~17. An employee who shall tender the periodic dues or service fee uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section. In no cases shall the service fee exceed the amount of the membership dues.~~

Membership in the union or continued membership in the Union is not a condition of continued employment as long as the Michigan Right to Work law, Public Act 349 of 2012, is enforceable in the State. Employees shall be deemed members of the Union if they are not more than sixty (60) days in arrears in payment of Union dues. If the Michigan Right to Work Act is repealed or determined with finality to be unlawful, the Union Security provisions found in Article VII of the 2010-2013 collective bargaining agreement between the City of Troy and MAP shall be reinstated.

#### ARTICLE VIII. UNION DUES

12. 48. Payment of Check-Off or Fees or Direct to Union: Employees may tender the monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

13. In the event that an employee does not join the Union, said employee may voluntarily pay a monthly service charge (referred hereafter as "service fee") in the amount equal to the regular monthly dues as a contribution toward the administration of this Agreement by signing a Service Fee Form or may pay the same directly to the Union.

14. 49. Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues or Service Fee hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues or service fee levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues or Service Fee Form.

15. 20. Deductions: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues or service fee, special assessments, or any other deductions not in accordance with this provision.

16. 24. Delivery of Executed Authorization of Check-Off of Dues or Service Fee Form: A properly executed copy of such Authorization for Check-Off of Dues or Service Fee Form for each employee for whom union membership dues or service fee are to be deducted hereunder, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues or Service Fee Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or Service Fee Form which is incomplete or in error will be returned to the Union Financial Secretary by the Employer.

17. 22. When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues or Service Fee Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from the appropriate pay of the month and each month thereafter.

18. 23. Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for Check-Off of Dues or Service Fee Forms under which the Union membership dues or service fee are to be deducted.
19. 24. Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- 20.-25. Remittance of Dues or Service Fee to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Union by the 25<sup>th</sup> day of the month in which the deduction is made. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom deductions have been made.
21. 26. Disputes Concerning Check-Off: Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues or Service Fee Form, shall be reviewed with the employee by a representative of the Union and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Union, and the Employer. ~~Until this matter is disposed of, no further deduction shall be made.~~
22. 27. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, for the purpose of complying with Section 24 19 of this Article.

(Remaining Sections of collective bargaining agreement to be renumbered)

Sec. 62. Loss of Seniority

Modify to read as follows: If an employee ~~is off the payroll for more than~~ does not work for a period of two years with evidence that the employee will not be able to perform the duties of his/her previous position without restriction, provided the employee is unable to perform the essential duties of the position with reasonable accommodation.

Art. XXII. Holidays

Sec. 85. Modify as follows:

Employees covered by this contract, including probationary employees (except Police Service Aides, Animal Control Officers, and other employees who work on a schedule which regularly includes holidays as designated days worked), who are full-time employees (persons regularly scheduled to work 40 hours or more) and who are on the payroll as defined in Section 92, Vacations, on the date of the holiday and not on leave without pay on such date, shall be eligible for holiday pay equal to their current rate, excluding any premium pay, for 104 hours of holiday leave a year; this leave shall include the day off with pay for each of the following designated holidays, and the balance of the leave as floating holidays:

New Year's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's

~~Effective May 16, 2011 payment for 52 hours of holiday leave shall be discontinued. Instead, however, of reducing holiday pay by 52 hours, the City shall prorate the 52 hours of unpaid holiday leave over 26 pay periods each year (2 hours unpaid per pay period). These unpaid hours cease effective June 30, 2013.~~

Sec. 87. Modify as follows:

Police Service Aides, Animal Control Officers, and other employees who work on a schedule which regularly includes holidays as designated above as days worked shall be credited 104 hours or 110 hours if on the 4/40 schedule with the total hours attributable to the above designated holiday in January of each year and the time off shall be taken throughout the year as scheduled by the applicable department in accordance with the employee's request. The Employer retains the right to grant or deny a request for holiday leave based on its determination of the manpower requirements of the department. In the event that an employee terminates his employment with the Employer having used more holiday leave than had actually been observed in the calendar year, his last paycheck will be reduced by the excess amount of holiday leave he has taken. In the event that an employee terminates his employment with the Employer having used less holiday leave than had actually been observed in the calendar year, his last paycheck will include payment for the holidays not taken. Probationary employees who work on a schedule which regularly includes holidays as designated above shall be assigned an amount of holiday leave equal to the number of designated holidays occurring between the date of hire and the end of the calendar year.

~~Effective May 16, 2011 Police Service Aides, Animal Control Officers, and other employees who work on a schedule which regularly includes holidays as designated above as days worked shall be credited 52 hours, or 58 hours if on the 4/40 schedule. These employees shall have the option of reducing their holiday banked time by 52 hours or prorate the 52 hours as unpaid time over 26 pay periods each year (2 hours unpaid per pay period). Employees shall make their irrevocable choice between these two options known to the Finance Department within 7 calendar days after the ratification of this Agreement by both the City and the Union. Any employee with less than 52 hours remaining in their holiday pay bank as of final ratification, or who fails to notify the Finance Department of their choice within 7 calendar days, shall be placed on the 2 hours unpaid per pay period option. This loss of holiday time or unpaid hours will cease effective June 30, 2013.~~

Sec. 114. Health Insurance

Modify current language in subsections A. through D as follows:

All employees covered by this contract shall be entitled to the following insurance coverage subject to the terms and conditions set forth herein and the insurance contract between the Employer and its insurance carrier:

- A. For the employee, legal spouse, and dependent children Blue Cross Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.

HMO's will include ~~\$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$50 emergency room co-pay (waived if admitted).~~

- B. As to the benefits provided in A. above, the City may purchase equivalent or better medical insurance from another carrier provided prior notice is given to the union in a special conference.
- C. An employee who elects to be covered by medical insurance shall contribute ~~3.0%~~ 5% of the total premium cost by means of a pretax payroll deduction. (Note: Future changes (additions or subtractions) to the health insurance or premium cap for Classified employees during the period of this contract shall also apply to this bargaining unit.)
- D. Employees who, after ~~10/13/04~~, choose not to subscribe to medical insurance will receive ~~\$250 per month. For employees who, prior to 10/13/04, have opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment they are receiving will be frozen at the amount being paid as of 10/13/04. Effective May 16, 2011, all cash-in-lieu payments shall be \$200 per month.~~
- E. The City shall opt out of PA152 for two years (2013-14 and 2014-15).

Sec. 125      Long-Term Disability (Non-Work Related)

Revise current language as follows:

Such insurance coverage shall terminate on the earliest date on which an employee either terminates (on a voluntary or involuntary basis), is no longer deemed on the payroll (as defined in Section 92, Vacation), or is laid off. However, such coverage shall not exceed a period of five (5) years. An employee's long-term insurance benefit shall be enhanced each pay period by a City supplement of 10%, plus an employee supplement of up to eight (8) hours of holiday pay, accrued sick leave credits, vacation credits, or floating holidays provided the employee has the listed time available. This insurance, together with the leave time supplement and a supplement from the City, will provide approximately 70% of the employee's gross salary. If the employee does not supplement with leave time, the City supplement shall not entitle the employee to continued leave time accrual.

ARTICLE XXXI.      Longevity

Delete:

~~126. In addition to salary, an employee hired into the bargaining unit prior to July 1, 1995, who is covered by this Agreement and meets the eligibility requirements set forth in this Article, shall be entitled to an annual longevity payment paid on or before December 20<sup>th</sup> of each year until December 31, 2010 in accordance with the following schedule. Effective January 1, 2011, longevity pay is eliminated.~~

<del>Years of Continuous City Service as of November 30 Of the Payment Year</del>	<del>Longevity Payment</del>
<del>Five (5) years</del>	<del>\$560</del>
<del>Ten (10) years</del>	<del>\$1,120</del>

<del>Fifteen (15) years</del>	<del>\$1,680</del>
<del>Twenty (20) years</del>	<del>\$2,240</del>

~~127. Longevity pay shall be payable on or before December 20<sup>th</sup> of each year to those employees who are eligible.~~

~~128. To be eligible for longevity pay, an employee must meet the requirements set forth in Section 126 above as of November 30<sup>th</sup> of the year in which the longevity pay is paid and be on the City payroll as defined in Section 92 on such November 30<sup>th</sup>.~~

~~129. An employee's longevity pay shall be less applicable tax and retirement deduction.~~

Sec. 130. Retirement

A. Modify first paragraph as follows:

Defined Benefit Plan: Employees hired before 12/21/98 may participate in the defined benefit (DB) plan as explained in Chapter 10 of the Troy City Code. The City shall furnish each employee a complete copy of the retirement system pension plan and any changes from time to time to the Union and employees. The employee's contribution will be 1.5% of gross pay. ~~Effective May 16, 2011, the employee's contribution will be 4.5% of gross pay.~~ Subject to the employee's meeting the requirements of years of service currently provided in Chapter 10 of the City Code, entitled Employees Retirement System, for employees retiring after 7/1/2000, the pension computation factor will be 2.5% from age 50-62, 2.25% after age 62.

B.1. Modify as follows:

1. Contribution rates:

Current employees:

Employee	4%
Employer	<del>12%</del> ( 9% effective May 16, 2011)

Employees hired on or after 12/21/98:

Employee	5%
Employer	<del>11%</del> ( 8% effective May 16, 2011)

Employees hired on or after 2/7/05:

Employee	5%
Employer	<del>10%</del> ( 7% effective May 16, 2011)

E.1. Modify as follows:

Upon regular retirement, early retirement or disability retirement, employees may be eligible for retiree health insurance. For employees retiring after July 1, 2001, the City pays 4% of the monthly cost of retiree health care for credited retirement service with the City of Troy, or \$400 per month, whichever is greater, for two (2) person coverage for retiree, spouse at the time of retirement, or a dependent child, provided that the retiree or spouse is drawing pension benefits pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate. ~~A retiree may elect, at his/her expense, family continuation coverage for eligible children between the ages of 19 and 25 years.~~

Effective 7/1/2013, the City pays 3% for each future year of credited service to a maximum of 90%. Current employees who as of 7/1/2013 would be eligible

for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.

~~Retirees who are eligible for retiree health insurance coverage will have available to them BCBS PPO, HAP, Blue Care Network or health insurance plans made available by the City. Retirees must apply for Medicare when eligible at which time the Medicare becomes the primary coverage and City of Troy insurance becomes the secondary coverage. The retiree's spouse (at the time of retirement) must also apply for Medicare when eligible in order to continue to be covered by city supplemental insurance.~~

ARTICLE XXXVI. Tuition Reimbursement

Delete:

~~136. A seniority employee may be eligible for tuition reimbursement under the following conditions:~~

~~A. Reimbursement shall be for 100% of such employee's actual tuition cost and shall not duplicate any financial aid such as scholarships, grants and aids, GI Bill, etc.~~

~~B. Reimbursement shall be tuition costs only and shall not include other fees, books or any other expenses.~~

~~C. Courses included in this program must be required for an Associates degree, Bachelors degree, or a certificate program that is organizationally related, and approved by the City Manager or his designee.~~

~~D. The course must be taken at an accredited school, college or university, but does not have to be a credit course.~~

~~E. A final grade of "C" or better, or a passing grade in the case of a certificate program, must be achieved.~~

~~F. No employee shall receive more than \$2,000 under this program in any fiscal year.~~

~~137. To participate in this program, seniority employees must submit an application and request reimbursement through the following procedures:~~

~~A. Such employee must submit an application form together with satisfactory evidence of tuition cost which must then be reviewed by the City Manager or his designee for approval.~~

~~B. The application must be submitted at least 10 days before the starting date of the course.~~

~~C. To receive reimbursement, within one year of the completion of the course, the employee must submit verification of 1) his payment of the tuition, and 2) a final grade of "C" or better for the course. If the actual cost of the tuition is higher than the tuition cost submitted on the application to the Employer, reimbursement shall be at the higher cost, provided such higher cost resulted from a change in tuition by the school or college.~~

~~D. Prior to receiving the reimbursement, the employee shall sign an agreement to repay to the City the entire amount of the reimbursement if the employee terminates his/her employment with the City or is terminated by the City for any reason except disability within three (3) years of the completion of the course for which he/she was reimbursed.~~

~~E. Effective May 16, 2011, tuition reimbursement is eliminated.~~

Sec. 138. Request for Transfers and Promotions

C. Modify first paragraph as follows:

For those positions within the Bargaining Unit which, at the discretion of the Employer, receive an upward re-classification to a higher classification yet one which is still represented by this Bargaining Unit (i.e. Office Assistant to Secretary), the Employer will give opportunity to all members of this Bargaining Unit who apply for such position. If a Bargaining Unit member is the incumbent in the position to be reclassified, and is performing the duties of the higher classification, yet still within the Bargaining Unit, the employee will be awarded the classification change. given first consideration for the position if he/she is among the top three applicants by virtue of total test score.

Sec. 149. Modify 2<sup>nd</sup> paragraph as follows:

An Emergency financial Manager appointed under the Local Financial Stability and Choice Act ("Act") ~~Government and School District Fiscal Accountability Act~~ may reject, modify or terminate the collective bargaining agreement as provided within the ~~Local Government and School District Fiscal Accountability Act~~. Provisions required by this subsection are prohibited subjects of bargaining under this Act.

Inclusion of the foregoing language which is required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) P.A. 436 of 20124 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

Sec. 153. Termination  
Modify as follows:

This Agreement shall remain in full force and effect until June 30, 2013 2015 and thereafter for successive periods of one year unless either party shall, on or before the sixtieth (60<sup>th</sup>) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement of withdrawal by the party proposing the amendment.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2011- 2013.

Exhibit – A Wages

Effective upon ratification: 1% increase plus \$500 signing bonus  
 Effective 7/1/14: 1% increase plus \$250 lump sum bonus

Wage Schedule Modified as follows:

<u>Classification</u>	<u>Step</u>	<u>(ratification date)</u>	<u>7/1/2014</u>
Office Assistant I	Start	30,606	30,912
	Step 1	31,817	32,135
	Step 2	33,236	33,568
	Step 3	36,121	36,482
	Step 4	40,369	40,773
Account Clerk I	Start	32,228	32,550
	Step 1	33,399	33,733
	Step 2	34,755	35,103
	Step 3	37,449	37,823
	Step 4	41,261	41,674
Office Assistant II	Start	32,045	32,365
	Step 1	33,313	33,646
	Step 2	34,799	35,147
	Step 3	37,818	38,196
	Step 4	42,265	42,688
Records Clerk	Start	33,403	33,737
	Step 1	34,611	34,957
	Step 2	36,029	36,389
	Step 3	38,832	39,220
	Step 4	42,796	43,224
Account Clerk II	Start	33,745	34,082
	Step 1	34,967	35,317
	Step 2	36,389	36,753
	Step 3	39,211	39,603
	Step 4	43,205	43,637
Secretary	Start	36,008	36,368
	Step 1	37,221	37,593

	Step 2	38,639	39,025
	Step 3	41,438	41,852
	Step 4	45,684	46,141
Police Service Aide	Start	39,052	39,443
	Step 1	41,795	42,213
	Step 2	44,388	44,832
	Step 3	47,110	47,581
	Step 4	48,465	48,950
Animal Control Officer	Start	43,830	44,268
	Step 1	44,786	45,234
	Step 2	46,148	46,609
	Step 3	48,872	49,361
	Step 4	51,267	51,780

**TENTATIVE AGREEMENT SUMMARY**  
**City of Troy and MAP**  
**2013-2015 Collective Bargaining Agreement**  
**(With Side-by-Side Comparison Where Applicable)**

<u>ISSUE</u>	<u>CURRENT</u> (where applicable)	<u>TENTATIVE</u> <u>AGREEMENT</u>
<b>Contract Duration</b>		Two years
<b>Wages</b>		1 <sup>st</sup> year      1% plus \$500 signing bonus 2 <sup>nd</sup> year      1% plus \$250 lump sum bonus
<b>Furlough Days</b>	104 hours unpaid per year	52 hours unpaid per year
<b>Health Insurance</b>	<ol style="list-style-type: none"> <li>1. Blue Cross CB PPO, 2 HMO's               <ol style="list-style-type: none"> <li>(a) \$10/\$40 PDR prescription drug rider (PDR)</li> <li>(b) 2xMOPD (\$20 co-pay for 3 mos. supply of mail order prescription drugs)</li> <li>(c) \$30 office visit co-pay, \$50 emergency room visit co-pay (waived if admitted)</li> <li>(d) \$250/\$500 basic deductible</li> </ol> </li> <li>2. Employee cost-sharing of premium is 3%</li> <li>3. \$250/mo. cash-in-lieu payment for those opting out of city health insur.</li> </ol>	<ol style="list-style-type: none"> <li>1. Eliminated HMO's (CB PPO remains in effect)               <ol style="list-style-type: none"> <li>(a) Employee cost-sharing of premium is 5% of premium</li> <li>(b) The City opts out of PA 152 for 2013-14 and 2014-15</li> </ol> </li> <li>\$200/mo. cash-in-lieu payment</li> </ol>
<b>Non-duty Disability Insurance</b>	<ol style="list-style-type: none"> <li>1. City supplements 10%, plus additional 10% if employee has no leave time to Supplement</li> </ol>	City supplements 10%. If employee has no leave time available, there is no additional supplement
<b>Pension</b>	<ol style="list-style-type: none"> <li>1. Accrual of employer-paid retiree health insurance is 4% per year of service, up to 100%</li> </ol>	Accrual of employer-paid retiree health insur. is 3% for each future year of service, up to 90% (those already credited with over 90% are frozen)

**Miscellaneous:**

1. Union security language revised to be consistent with Michigan Right to Work Act (ie. employees are no longer required to become members of the union)
2. Clarified language addressing loss of seniority in the event employee does not work for a period of two years to be more consistent with ADA law (added "providing the employee is unable to perform the essential duties of the position with reasonable accommodation")
3. Modified Emergency Manager language to include language required by current legislation.
4. Modified process for reclassifying positions to provide more fairness to incumbent.
5. Removed language that had either expired or was no longer applicable (i.e. loss of holiday time, longevity)